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15 | Attorneys for Plaintiff,
BEATPORT, LLC

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

1 This complaint seeks a judgment of liability of the defendants for
2 misappropriation of trade secrets under the Defend Trade Secrets Act, 18 U.S.C.
3 §§ 1836 et seq. and for related claims under state law. For its complaint, Plaintiff
4 Beatport, LLC alleges as follows:

PARTIES

6 1. Plaintiff Beatport, LLC is a Colorado limited liability company having
7 its principal place of business at 3501 Wazee Street, Suite 318, Denver, Colorado
8 80216. Beatport provides the global DJ community access to a vast catalogue of
9 high-quality, expertly curated digital music from the industry's leading artists and
10 labels. In April 2018, Beatport acquired substantially all of the assets of
11 Pulselocker, Inc., a Delaware company with its principal place of business in San
12 Francisco, California.

13 2. Defendant SoundCloud Limited is believed to be a German limited
14 company with a place of business at Rheinsberger Str. 76/77, 10115 Berlin,
15 Germany. This is based on sworn statements submitted to the U.S. Patent and
16 Trademark Office in November 2017 on behalf of SoundCloud Limited.
17 SoundCloud Limited provides a music and audio platform, including providing
18 access to a music catalog directly through DJ performance software.

20 3. Defendant SoundCloud Inc. is a Delaware corporation having its
21 principal place of business at 5th Floor, 71 West 5th Avenue, New York, New York
22 10003. According to the most recent Statement of Information filed with the
23 California Secretary of State, SoundCloud maintains a principal business office at
24 11845 West Olympic Boulevard, Suite 1100W, Los Angeles, California 90064. On
25 information and belief, SoundCloud Inc. is a wholly-owned subsidiary of
26 SoundCloud Limited. On information and belief, SoundCloud Inc. provides
27 SoundCloud Limited with research and development services and is the interface
28 between SoundCloud Limited and its U.S. customers.

1 4. Defendant Alvaro Velilla is an individual residing at 4346 Kraft
2 Avenue, Studio City, California 91604. On information and belief, Velilla is the
3 Director, Creator Partnerships of SoundCloud. Velilla was formerly the Chief
4 Product Officer of Pulselocker.

5. SoundCloud Inc. and SoundCloud Limited are referred to collectively
as "SoundCloud" in this complaint. SoundCloud and Velilla are referred to
collectively as "Defendants" in this complaint.

JURISDICTION AND VENUE

9 6. This Court has subject matter jurisdiction over this action under 28
10 U.S.C. § 1331 because it raises a question under a federal statute, the Defend Trade
11 Secrets Act (DTSA), 18 U.S.C. §§ 1836 et seq.

12 7. This Court also has subject matter jurisdiction over this action under
13 18 U.S.C. § 1836(c) because it is a civil action brought under the DTSA.

14 8. This Court has subject matter jurisdiction over the state-law claims
15 under 28 U.S.C. § 1337 because the state-law claims are related to the same case or
16 controversy that is alleged in the claim under the federal DTSA.

17 9. This Court has personal jurisdiction over SoundCloud Limited as it
18 knowingly conducts business with California residents through its website,
19 soundcloud.com. For example, SoundCloud Limited’s website includes terms and
20 conditions that include this statement: “If you are a resident of the State of
21 California, you may have these Terms of Use mailed to you electronically by
22 sending a letter to the foregoing address with your electronic mail address and a
23 request for these Terms of Use.” Also, numerous users within California use
24 SoundCloud Limited’s website to post audio tracks about California issues,
25 including the users indicated on at least the following webpages:

26 • <https://soundcloud.com/ca-nation> (Political news from the Sacramento
27 Bee)
28 • <https://soundcloud.com/politics-california> (California Politics Podcast)

- 1 • <https://soundcloud.com/california-now-podcast> (California Now Podcast
2 about travel and tourism within California)
- 3 • <https://soundcloud.com/ramahcalifornia> (about Camp Ramah in Ojai,
4 California)
- 5 • <https://soundcloud.com/roamincalifornia> (a user in Redlands, California)
- 6 • <https://soundcloud.com/husc-icw> (information on the Huntington-
7 University of Southern California Institute on California and the West
8 about the history and culture of California and the American West)
- 9 • <https://soundcloud.com/thecaliforniareport> (the California Report, which
10 provides coverage of issues, trends, and public policy decisions affecting
11 California)

12 10. This Court has personal jurisdiction over SoundCloud Inc. as it
13 maintains a principal business office in Los Angeles, California. On information
14 and belief, Velilla performs a substantial portion of his duties as Director of
15 SoundCloud from this judicial district, and his actions gave rise to this complaint.

16 11. This Court has personal jurisdiction over Velilla as he resides in the
17 state of California, within this judicial district.

18 12. Venue is proper in this judicial district under 28 U.S.C. § 1391(b)(1)
19 because SoundCloud Inc. and Velilla are both residents of the State of California
20 and both reside within this judicial district. Velilla is domiciled in Studio City,
21 California. And SoundCloud Inc. is subject to the Court's personal jurisdiction with
22 respect to this action.

23 13. Venue is also proper in this judicial district under 28 U.S.C.
24 § 1391(b)(2) because a substantial portion of the events or omissions giving rise to
25 this action occurred in this judicial district. On information and belief, Velilla
26 performs a substantial portion of his duties as Director of SoundCloud from this
27 judicial district.

28 14. Alternatively, venue is proper in this judicial district under 28 U.S.C.

1 § 1391(b)(3) since Velilla is subject to the Court’s personal jurisdiction with respect
2 to this action.

3 **BACKGROUND ALLEGATIONS**

4 **PulseLocker and the Innovative Locker Technology**

5 15. Beginning around 2012 until its insolvency around late 2017, PulseLocker had pioneered an innovative, proprietary software that allows end users
6 to locally access a music catalog, curate playlists, and playback audio files for
7 personal and public performances without relying on an internet connection (the
8 “PulseLocker Platform”).

9 16. The PulseLocker Platform was specifically developed to provide offline
10 capabilities to third-party applications, such as performance software used by
11 amateur and professional DJs during live performances. Indeed, the offline
12 capabilities are vital for DJs who cannot afford to lose an internet connection—and
13 with it access to the DJs music catalog—during a live performance, whether the
14 performance is before in front of a small wedding party or in front of tens of
15 thousands at a festival.

16 17. The PulseLocker Platform was normally accessed through DJ
18 performance software that was downloaded, or otherwise accessible through, the
19 user’s computer.

20 18. Aspects of the PulseLocker Platform are the subject of United States
21 Patent No. 9,727,708, U.S. Patent Application Publication No. 2017/0357786, and
22 U.S. Patent Application Publication No. 2018/0114030 (the “PulseLocker Patent
23 Documents”).

24 19. The PulseLocker Platform also included source code, know-how,
25 software development kits (SDKs), application programming interfaces (APIs),
26 software architecture and design guides, product design principles, product
27 roadmaps, functionality requirements relating to platform integration across
28 software modules, methods for on-the-fly cryptography in a random file access

1 mode, double buffering techniques to stream multiple audio files simultaneously
2 while they are being decrypted so as not to create distortions in the audio stream,
3 each directed to providing offline capabilities to third-party applications, including
4 performance software used by DJs, to locally access a music catalog, curate
5 playlists, and playback audio files (all together, the “Locker Technology”).

6 20. Velilla, a founder of Pulselocker, was employed as its Chief Product
7 Officer. As founder and Chief Product Officer, Velilla had specific knowledge of
8 the unique solutions provided by the Pulselocker Platform and access to the Locker
9 Technology.

10 21. Around December 2017, Velilla left Pulselocker to become the
11 Director of Creator Partnerships for SoundCloud.

12 **The Insolvency of Pulselocker**

13 22. On information and belief, Pulselocker became insolvent around
14 December 2017.

15 23. In early 2018, Pulselocker shared the Locker Technology with
16 SoundCloud as part of a due diligence program to explore whether SoundCloud
17 wished to partner with or acquire Pulselocker. The sharing occurred under the terms
18 of a nondisclosure agreement, with instructions that the documents be destroyed at
19 the completion of the due diligence.

20 24. After confidentially receiving the Locker Technology from
21 Pulselocker, SoundCloud declined to partner with or acquire Pulselocker.

22 **Beatport and Its Acquisition of the Assets of Pulselocker**

23 25. Founded in 2004 as the principal source of music for disc jockeys
24 (DJs), Beatport is today the worldwide home of electronic music for DJs,
25 producers, and their fans.

26 26. In April 2018, Beatport acquired substantially all the assets of
27 Pulselocker, including the Pulselocker Patent Documents, the Locker Technology,
28 U.S. Trademark Registration No. 4,433,119 for the PULSELOCKER trademark,

1 and the rights and remedies to enforce those assets.

2 27. Beatport is developing and preparing to launch its own version of the
3 Pulselocker Platform based on the assets that it acquired from Pulselocker. As
4 noted above, such DJ performance software is normally downloaded from the
5 internet, or otherwise accessible through, the user's computer. Like Pulselocker
6 before it, Beatport intends to provide its version of the Pulselocker Platform
7 throughout the United States and worldwide.

8 **Defendants' Wrongful Activities**

9 28. Velilla, as Pulselocker's founder and Chief Product Officer, had access
10 to the Locker Technology while with Pulselocker. Hence, Velilla had access to
11 source code and to documents, data, and information from which a technical person
12 could produce source code to replicate the Locker Technology.

13 29. As an employee and officer of Pulselocker, Velilla had a duty to
14 maintain the confidentiality of any trade secrets or other confidential information
15 that he acquired in the course of his employment. That duty passed from
16 Pulselocker to Beatport when Beatport acquired substantially all the assets of
17 Pulselocker.

18 30. In December 2017, just before Velilla left Pulselocker, no one other
19 than Pulselocker offered a product comparable to the Pulselocker Platform, which
20 took Pulselocker more than five years to develop. Yet, in October 2018, just ten
21 months after Velilla joined SoundCloud, SoundCloud announced it would launch a
22 technology that would allow DJs to access an offline music catalog and stream
23 music directly through performance software.

24 31. On social media, Velilla bragged that Pulselocker's spirit lives on in
25 SoundCloud—not in Beatport, which actually acquired Pulselocker's intellectual
26 property—telling his social media followers that SoundCloud launched a product
27 similar to what Pulselocker had provided. That post is reproduced below:

28 // /

1 Alvaro G. Velilla replied to a comment on this. ...

2  Alvaro G. Velilla

3 Wednesday at 1:29 PM · 

4 After Pulselocker's closure exactly 13 months ago, many have been

5 scratching their heads trying to find an alternative. Well, Pulselocker's

6 spirit lives on. Before anybody else and closely working with Serato, today

7 we released the first fully authorized DJ integration with access to

8 possibly the biggest digital audio catalog in the history of recorded music.

9 Produce - Upload - DJ —> only on SoundCloud.

10  SoundCloud » Instantly stream and mix
SoundCloud's massive catalog through Serato...
SoundCloud Instantly stream and mix
SoundCloud's massive catalog through Serato DJ
Lite and DJ Pro As a DJ, finding great new music...
blog.soundcloud.com

11  Pepe Verde and 34 others 11 Comments 3 Shares

12  Like  Comment  Share

13  Javier Garceche
¿Lo habéis vendido?

14 See Translation

15  Alvaro G. Velilla
Pulselocker lo compro Beatport el año pasado. Basicamente hemos
lanzado un producto similar en SoundCloud.

16 See Translation

17 View 1 more reply...

18 32. On information and belief, Velilla improperly disclosed the Locker
19 Technology to SoundCloud—and SoundCloud received the Locker Technology
20 from Velilla—to substantially reduce the development time for SoundCloud's
21 competing product to allow DJs to access an offline music catalog and stream
22 music directly through performance software (the "SoundCloud Product") and to
23 improperly beat Beatport to market to gain an unfair competitive advantage.

24 33. On information and belief, SoundCloud improperly used the Locker
25 Technology, received under the terms of a nondisclosure agreement with
26 Pulselocker, to substantially reduce the development time for the SoundCloud
27 Product and to improperly beat Beatport—the true owner of the Locker
28 Technology—to market to gain an unfair competitive advantage.

Efforts to Engage Defendants Before Litigation

34. Since at least early November 2018, Beatport has given SoundCloud several opportunities to rebut the claims in this complaint, including Velilla's assessment that SoundCloud's product is similar to the Pulselocker Platform. But SoundCloud has not offered any explanation for the allegations in this complaint. Recognizing the sensitivity of the information involved, counsel for Beatport invited SoundCloud to find a reasonable and mutually agreeable way to share information while protecting its confidential nature. Yet SoundCloud elected not to cooperate outside of litigation.

35. The source code, algorithms, technical specifications, software design, software development kits (SDKs), and application programming interfaces (APIs) necessary to prove the allegations of this complaint are exclusively in SoundCloud's possession. Absent voluntary disclosure by SoundCloud (which SoundCloud declines to provide, even on a confidential basis), Beatport would not have access to those materials without an opportunity for discovery.

CLAIM 1 – MISAPPROPRIATION OF A TRADE SECRET

(18 U.S.C. § 1836 et seq.)

36. Plaintiff repeats and incorporates the allegations set forth in paragraphs 1 through 35 above.

37. This is a claim against Defendants for misappropriating a trade secret in violation of the Defend Trade Secrets Act, 18 U.S.C. §§ 1836 et seq.

38. Being embodied in proprietary and confidential source code, SDKs, APIs, cryptography algorithms, buffering techniques, and other technical designs and architecture, the Locker Technology is not generally known to, and not readily ascertainable through proper means by, another person who can obtain economic value from the disclosure or use of the information. Indeed, the capabilities of the Pulselocker Platform are so unique that Pulselocker's insolvency created a void in the industry because no other service offered a comparable product.

1 39. The Locker Technology is valuable because it allows Beatport, and
2 Pulselocker before it, to be the only market player with such a product—which
3 Pulselocker refined over more than five years of development—thereby retaining a
4 competitive advantage with consumers such as DJs. Indeed, the offline capabilities
5 are critical for DJs who otherwise cannot afford to lose an internet connection—and
6 thus access to the DJs music catalog—during a performance, whether the
7 performance is before guests at a wedding or in front of thousands at a festival.

8 40. The Locker Technology is related to a product or service intended for
9 use in interstate or foreign commerce, as it is generally integrated with DJ
10 performance software downloaded from the internet to the user's computer, which
11 could be anywhere throughout the United States or worldwide.

12 41. Beatport, and Pulselocker before it, each took reasonable steps under
13 the circumstances to maintain the confidentiality of the Locker Technology.
14 Pulselocker required employees to sign a nondisclosure agreement and a non-
15 compete agreement as a condition of employment with the company. Also,
16 documents and information embodying the Locker Technology were typically
17 marked as “Confidential” or “Internal Use Only,” stored on a network drive that
18 required specific permission to access, and distributed internally to Pulselocker only
19 on a need-to-know basis. Certain documents and information embodying the
20 Locker Technology were distributed outside of Pulselocker, when necessary, only
21 under a nondisclosure agreement.

22 42. Likewise, Beatport requires employees to sign nondisclosure
23 agreements and non-compete agreements. Beatport also controls access to the
24 sensitive information that comprises the Locker Technology. Documents and
25 information embodying the Locker Technology are typically marked as
26 “Confidential” or “Internal Use Only,” stored on a password-protected network
27 drive that requires specific permission to access, and distributed internally to
28 Beatport only on a need-to-know basis.

1 43. Accordingly, the Locker Technology is a trade secret belonging to
2 Beatport.

3 44. On information and belief, and without the consent of Pulselocker or
4 Beatport, Velilla disclosed the Locker Technology through improper means,
5 including, at least, breach of a duty to maintain secrecy owed to Beatport as the
6 successor to Pulselocker's intellectual property rights in the Pulselocker Platform.

7 45. On information and belief, Velilla disclosed the Locker Technology to
8 SoundCloud to substantially reduce the development time for the SoundCloud
9 Product.

10 46. Velilla knew or had reason to know that the Locker Technology was
11 acquired and conveyed by improper means from Velilla to SoundCloud because of
12 his previous role with Pulselocker, which was the origin of the Locker Technology.
13 Velilla also knew or had reason to know that Beatport acquired substantially all the
14 assets of Pulselocker, having remarked on the acquisition on his social media
15 account.

16 47. On information and belief, SoundCloud acquired or used the Locker
17 Technology through improper means, including, at least, inducing Velilla to breach
18 a duty to maintain the secrecy of the Locker Technology.

19 48. As noted above, just before Velilla left Pulselocker, only Pulselocker
20 offered a product comparable to the Pulselocker Platform, which Pulselocker
21 engineered over a period of years. Yet, less than a year after Velilla joined
22 SoundCloud, SoundCloud announced it would launch a technology that would
23 allow DJs to access an offline music catalog and stream music directly through
24 performance software.

25 49. Hence, on information and belief, and without the consent of
26 Pulselocker or Beatport, SoundCloud received the Locker Technology from Velilla
27 to substantially reduce the development time for the SoundCloud Product and to
28 improperly beat Beatport to market to gain an unfair competitive advantage.

1 50. SoundCloud knew or had reason to know that the Locker Technology
 2 was received through improper means from Velilla because SoundCloud knew of
 3 Velilla's previous role with Pulselocker, which was the origin of the Locker
 4 Technology. SoundCloud also knew or had reason to know that Beatport acquired
 5 substantially all the assets of Pulselocker, since the acquisition was publicized in
 6 the industry and because Velilla, a director of SoundCloud, remarked on the
 7 acquisition on his social media account.

8 51. In addition or alternatively, on information and belief SoundCloud
 9 acquired or used the Locker Technology through improper means, including, at
 10 least, breach of a duty to maintain secrecy.

11 52. Pulselocker shared the Locker Technology with SoundCloud as part of
 12 due diligence that occurred about the time Pulselocker became insolvent. The
 13 sharing occurred under the terms of a nondisclosure agreement and included
 14 instructions that the documents be destroyed at the completion of the due diligence.

15 53. At the time of the confidential disclosure by Pulselocker to
 16 SoundCloud, only Pulselocker offered a product comparable to the Pulselocker
 17 Platform. Yet, months after confidentially receiving substantial portions of the
 18 Locker Technology from Pulselocker, SoundCloud announced it would launch a
 19 technology that would allow DJs to access an offline music catalog and stream
 20 music directly through performance software.

21 54. On information and belief, SoundCloud improperly used the Locker
 22 Technology to substantially reduce the development time for the SoundCloud
 23 Product and to improperly beat Beatport to market to gain an unfair competitive
 24 advantage.

25 55. On information and belief, Velilla's disclosure of the Locker
 26 Technology to SoundCloud occurred after December 2017. On information and
 27 belief, SoundCloud's receipt or use of the Locker Technology occurred after
 28 December 2017.

1 56. Velilla's actions and SoundCloud's actions have damaged Beatport.
2 Beatport has lost the value of having purchased the Locker Technology from
3 Pulselocker, which would have allowed Beatport to be the only market player with
4 this product, thereby retaining competitive advantage with customers like DJs.

5 57. Furthermore, the integration of Beatport's own product with third-
6 party DJ performance software has been delayed as a result of Velilla's actions and
7 SoundCloud's actions. The field of performance software and hardware partners for
8 DJs is limited, with only a select few viable partners for the Locker Technology. On
9 information and belief, those limited resources are being used to integrate
10 SoundCloud's improperly derived product instead of Beatport's legitimate product.

11 58. By reason of Defendants' acts of trade secret misappropriation,
12 Beatport has suffered and will continue to suffer irreparable injury unless and until
13 this Court enters an order enjoining Defendants, and each of them, from any further
14 acts of trade secret misappropriation.

15 59. Defendants' continuing acts of trade secret misappropriation, unless
16 enjoined, will cause irreparable damage to Beatport in that it will have no adequate
17 remedy at law to compel Defendants to cease such acts. Beatport will be compelled
18 to prosecute a multiplicity of actions, one action each time Defendants commit such
19 acts, and in each such action it will be extremely difficult to ascertain the amount of
20 compensation which will afford Beatport adequate relief.

21 60. In addition, it is important for Beatport to be first to market with its
22 version of the Pulselocker Platform, which is based on the assets that it properly
23 acquired from Pulselocker. This will help Beatport improve its market position and
24 maintain the momentum achieved from its acquisition of the Pulselocker Platform.
25 Defendants' acts of trade secret misappropriation seek to prevent Beatport from
26 being the first to market, causing irreparable damage to Beatport. It would be
27 extremely difficult to ascertain the amount of compensation that would afford
28 Beatport adequate relief for not being first to market with its version of the

1 Pulselocker Platform.

2 61. Beatport is therefore entitled to a preliminary injunction and a
3 permanent injunction against further improper conduct by Defendants, those in
4 concert with Defendants, and those directing the improper conduct.

5 62. Defendants are also liable for Beatport's actual loss caused by the
6 misappropriation and monetary damages for the unjust enrichment caused by the
7 misappropriation that is not taken into account in computing actual loss.
8 Alternatively, Defendants are also liable to Beatport for a reasonable royalty for
9 Defendants' unauthorized disclosure and use of Beatport's trade secrets.

10 63. The Defendants' misappropriation, being willful and malicious, also
11 entitles Beatport to an award of exemplary damages up to twice the monetary
12 damages and to an award of attorneys' fees.

13 **CLAIM 2 – MISAPPROPRIATION OF A TRADE SECRET**

14 **UNDER STATE LAW**

15 **(California Civil Code §§ 3426 –3426.11)**

16 64. Plaintiff repeats and incorporates the allegations set forth in paragraphs
17 1 through 63 above.

18 65. This is a claim against Defendants for misappropriating a trade secret
19 in violation of the Uniform Trade Secrets Act, California Civil Code §§ 3426 et
20 seq.

21 66. The acts alleged above also constitute trade secret misappropriation as
22 defined in California Civil Code § 3426.1.

23 67. The Locker Technology is a trade secret belonging to Beatport.

24 68. On information and belief, and without the consent of Beatport,
25 SoundCloud willfully and maliciously acquired the Locker Technology from
26 Velilla, each of which knew, or has reason to know, that the Locker Technology
27 was acquired by improper means. On information and belief, and without the
28 consent of Beatport, Velilla willfully and maliciously disclosed the Locker

1 Technology to SoundCloud when Velilla knew, or had reason to know, that his
 2 knowledge of the Locker Technology was acquired under circumstances giving rise
 3 to a duty to maintain its secrecy or limit its use.

4 69. By reason of Defendants' acts of trade secret misappropriation,
 5 Beatport has suffered and will continue to suffer irreparable injury unless and until
 6 this Court enters an order enjoining Defendants, and each of them, from any further
 7 acts of trade secret misappropriation.

8 70. Defendants' continuing acts of trade secret misappropriation, unless
 9 enjoined, will cause irreparable damage to Beatport in that it will have no adequate
 10 remedy at law to compel Defendants to cease such acts. Beatport will be compelled
 11 to prosecute a multiplicity of actions, one action each time Defendants commit such
 12 acts, and in each such action it will be extremely difficult to ascertain the amount of
 13 compensation which will afford Beatport adequate relief.

14 71. In addition, it is important for Beatport to be first to market with its
 15 version of the Pulselocker Platform, which is based on the assets that it properly
 16 acquired from Pulselocker. This will help Beatport improve its market position and
 17 maintain the momentum achieved from its acquisition of the Pulselocker Platform.
 18 Defendants' acts of trade secret misappropriation seek to prevent Beatport from
 19 being the first to market, causing irreparable damage to Beatport. It would be
 20 extremely difficult to ascertain the amount of compensation that would afford
 21 Beatport adequate relief for not being first to market with its version of the
 22 Pulselocker Platform.

23 72. Beatport is therefore entitled to a preliminary injunction and a
 24 permanent injunction against further improper conduct by Defendants, those in
 25 concert with Defendants, and those directing the improper conduct.

26 73. Defendants are also liable for Beatport's actual loss caused by the
 27 misappropriation and monetary damages caused by Defendants' misappropriation
 28 of Beatport's trade secret plus the unjust enrichment caused by the misappropriation

1 that is not taken into account in computing damages for actual loss. Alternatively,
2 Defendants are also liable to Beatport for a reasonable royalty.

3 74. The Defendants' misappropriation, being willful and malicious, also
4 entitles Beatport to an award of exemplary damages up to twice the monetary
5 damages and to an award of attorneys' fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Beatport demands judgment against Defendants, as follows:

8 A finding that each Defendant has misappropriated trade secrets
9 owned by Beatport;

10 B. For an order preliminarily and permanently enjoining each Defendant,
11 and their officers, directors, agents, servants, attorneys, affiliates, and employees
12 and all other persons acting in concert with them from committing any further acts
13 of trade secret misappropriation with respect to the Locker Technology;

14 C. For an order directing Defendants to file with this Court and to serve
15 on Beatport within thirty (30) days after service on Defendants of the injunction
16 granted herein, or another period as the Court may direct, a report in writing, under
17 oath, setting forth in detail the manner and form in which Defendants have
18 complied with the injunction and order of the Court;

19 D. For a judgment to be entered for Beatport and against Defendants
20 awarding damages adequate to compensate Beatport for the trade secret
21 misappropriation;

22 E. For a judgment awarding Beatport prejudgment and post-judgment
23 interest until the award is fully paid by Defendants; and

24 F. For a judgment that Defendants have willfully and maliciously
25 misappropriated trade secrets owned by Beatport, entitling Beatport to be awarded
26 exemplary damages;

27 G. For an award to Beatport of costs, expenses, and attorneys' fees
28 incurred in bringing this action; and

1 H. For such other and further relief as this Court may deem just and
2 equitable under the circumstances.

3

4

5 Dated: February 4, 2019

Respectfully submitted,

MILLER NASH GRAHAM & DUNN LLP

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7

By: /s/ Sean D. O'Brien

Sean D. O'Brien

Phillip Allan Trajan Perez

Justin C. Sawyer

Sanja Muranovic

Attorneys for Plaintiff, Beatport, LLC

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues raised by the complaint that are triable by jury.

Respectfully submitted,

Dated: February 4, 2019

MILLER NASH GRAHAM & DUNN LLP

By: /s/ Sean D. O'Brien

Sean D. O'Brien

Phillip Allan Trajan Perez

Justin C. Sawyer

Sanja Muranovic

Attnorneys for Plaintiff, Beatport, LLC